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Patent Number	7,139,263
Issue Date	November 21, 2006
Application Number	10/071,088
Filing Date	February 11, 2002
First Named Inventor	Frank William Miller
Attorney Docket Number	FDRY-0163-US

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☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96).

☐ Attorney or agent of record. Registration Number _____

Signature

Typed or
Printed Name James E. Parsons

Date August 6, 2008

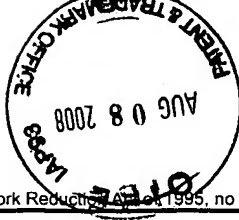
Telephone 408.207.1323

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☒ *Total of 11 forms are submitted.

This collection of information is required by 37 CFR 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Post Issue, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Foundry Networks, Inc.Application No./Patent No.: 7,139,263 Filed/Issue Date: November 21, 2006Entitled: VOICE OVER IP ARCHITECTUREFoundry Networks, Inc., a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest
(The extent (by percentage) of its ownership interest is _____ %)

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Frank Miller and Aaron Sipper To: Sentito Networks, Inc.

The document was recorded in the United States Patent and Trademark Office at
Reel 012969, Frame 0792, or for which a copy thereof is attached.

2. From: Sentito Networks, Inc. To: Foundry Networks, Inc.

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature

August 6, 2008

Date

James E. Parsons

Printed or Typed Name

408.207.1350

Telephone Number

VP, Associate General Counsel

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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EXHIBIT A

PATENT ASSIGNMENT AND LICENSE AGREEMENT

WHEREAS, this Patent Assignment and License Agreement is being delivered pursuant to Sections 3.3 and 3.4.2 of that certain Asset Purchase Agreement ("Purchase Agreement"; capitalized terms used herein without definitions are used herein with the meanings ascribed thereto in the Purchase Agreement) among Foundry Networks, Inc., a Delaware corporation located at 4980 Great America Parkway, Santa Clara, CA 95054 ("Assignee") and sentitO Networks, Inc., a Delaware corporation headquartered at 11175 Cicero Drive, Suite 100, Alpharetta, GA 30022 ("Assignor"), dated June 23, 2008;

WHEREAS, Assignor wishes to assign to Assignee all of its ownership rights in certain United States patents and United States patent applications, as more fully set forth in TABLE 1 below (collectively, "Patents") and Assignee wishes to accept such assignment;

TABLE 1

UNITED STATES PATENTS		
Title	Patent No.	Grant Date
Voice over IP Architecture	7,139,263	11/21/2006
UNITED STATES PATENT APPLICATIONS		
Title	App. No.	App. Date
Voice over IP Architecture	11/581,095	10/16/06

WHEREAS, Assignee wishes to grant Assignor an irrevocable, royalty free and non-exclusive license to use the Patents;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. Transfer of Patent and Associated Goodwill. Assignor, does hereby sell, assign, and transfer unto Assignee, its entire right, title, and interest in and to the Patents, to any priority claim deriving from the Patents, to all inventions and improvements disclosed and described in the Patents, and to all divisionals, continuations, continuations-in-part, reissues, reexaminations, utility models, foreign counterparts, or extension of each Patent, including

without limitation, all rights to collect royalties under such Patents for past, current or future infringement.

In addition, Assignor, does hereby sell, assign, and transfer unto Assignee, its entire right, title, and interest in and to all causes of action and enforcement rights, whether currently pending, filed or otherwise, for the Patents, and all inventions and discoveries described in or claimed by the Patents, including without limitation all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Patents.

2. License Granted to Assignor. Assignee hereby grants to Assignor an irrevocable, perpetual, royalty-free, nonexclusive license ("License") to use the Patents for its internal production, and to make, have made, sell, use, import, and offer to sell products under its own label ("Licensed Products") that otherwise would infringe the Patents absent the License, provided Assignor agrees to mark all Licensed Products with the numbers of the Patents pursuant to Sections 287 of Title 35 of the United States Patent Code. The License shall not grant or imply any license or immunity to any third party under the Patents, or to combinations of Licensed Products with unlicensed products. Assignor is liquidating in Chapter 11 and selling all of its assets. Assignee grants Assignor the right to transfer the License to a purchaser of its Softswitch assets or to the purchaser of one of its Operating Divisions, Verilink, Telemate.net Software, Inc., and Verso Backhaul, provided such purchaser agrees in a writing provided to Assignee to be bound by the terms and conditions of this Patent Assignment and License Agreement. The Assignor is limited to one such transfer only and the party receiving the License (the "Licensee") will be restricted from sublicensing or transferring the License. Furthermore, the License will be restricted to Licensed Products that are the same as, similar to or derived from the Assignor's Softswitch or sentitO products as of the date of transfer, and shall not include pre-existing products of the Licensee or products that are similar to or derived from any pre-existing products of Licensee. The transferred License shall be void if Assignor or Licensee initiates or participates (absent subpoena or other legal process) in any legal or patent office challenges to the validity or enforceability of the Patents.

3. Execution of Documents. Assignor agrees to sign all lawful papers, execute all division, continuing, reissue, and other applications, and make all assignments and rightful oaths generally reasonable to aid Assignee, its successors, assigns, and nominees to obtain and enforce proper protection for all said inventions and improvements in the United States and around the world.

4. Additional Provisions. The following provisions of the Purchase Agreement are hereby incorporated into and specifically made applicable to this Patent Assignment and License Agreement with respect to Assignor and Assignee (provided, that, in construing such incorporated provisions, (i) any reference to "Sellers" shall be deemed to refer to Assignor, (ii) any reference to "Buyer" shall be deemed to refer to the Assignee, (iii) any reference to the "parties" shall be deemed to refer to Assignor and Assignee, and (iv) any reference to "this Agreement" shall be deemed to refer to this Patent Assignment and License Agreement):

4.1 Notices. Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing, or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing. Mailed notices shall be addressed as set forth below, but each party may change his address by written notice in accordance with this paragraph.

To Seller: Verso Technologies, Inc.
c/o NachmanHayesBrownstein
822 Montgomery Ave.
Suite 204
Narberth, PA 19072
Attn: Mr. John Palmer, CAO

With a copy to: Scroggins & Williamson
127 Peachtree Street, N.E., #1500
Atlanta, Georgia 30303
Attn: J. Robert Williamson, Esq.

And

Kelakos Advisors, LLC
Two Sound View Drive, Suite 100
Greenwich, CT 06830
Phone: 203-622-3901
Fax: 866-757-7102
Attn: Mr. George Kelakos

To Buyer: Legal Department/Patent Counsel
Foundry Networks, Inc.
4980 Great America Pkwy.
Santa Clara, CA 95032

With a copy to: Karen Fagin White
Cohen Pollock Merlin & Small, P.C.
3350 Riverwood Parkway
Suite 1600
Atlanta, GA 30339
770-857-4812
770-857-4813 (fax)

4.2 Modification. This Agreement and/or any Schedules or Exhibits attached hereto may be modified, amended or supplemented only by a written instrument duly executed by all the parties hereto.

4.3 Severability. Should any term, provision or paragraph of this Agreement be determined to be illegal or void or of no force and effect, the balance of the Agreement shall survive.

4.4 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

4.5 Applicable Law. This Agreement shall be governed by and construed in accordance with the Bankruptcy Code, and, to the extent applicable, the internal laws of the State of Georgia.

4.6 Counterparts. This Agreement may be signed in counterparts. The parties further agree that this Agreement may be executed by the exchange of facsimile signature pages.

4.7 Bankruptcy Court Jurisdiction. BUYER AND SELLER AGREE THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING; TO (i) THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT OR ANY ANCILLARY DOCUMENT EXECUTED PURSUANT HERETO; AND/OR (ii) THE PROPERTY AND/OR ASSUMED LIABILITIES, AND BUYER EXPRESSLY CONSENTS TO AND AGREES NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION.

4.8 "AS IS" Transaction. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT, THE SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE PATENTS INCLUDING, WITHOUT LIMITATION, THE ENFORCEABILITY OF THE PATENTS, THE VALIDITY OF THE PATENTS APPLICATIONS, INCOME TO BE DERIVED OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE PATENTS, FITNESS OF THE PATENT FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER OR THING RELATING TO THE PATENTS OR ANY PORTION THEREOF. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLER HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE PATENTS. BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PATENTS AS BUYER DEEMED NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE PATENTS BUYER IS DOING SO BASED SOLELY UPON

SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY,
BUYER WILL ACCEPT THE PATENTS AT THE CLOSING "AS IS," "WHERE IS,"
AND "WITH ALL FAULTS."

[signatures on following page]

This Patent Assignment and License Agreement is executed and delivered by the undersigned effective as of this 25 day of July, 2008

Assignor:
sentitO Networks, Inc.

By: [Signature]
Name: John L. Palmer
Title: Chairman

Accepted and agreed to effective as of
this 25 day of July, 2008:

Assignee:

Foundry Networks, Inc.

By: [Signature]
Name: JAMES E PARSONS
Title: VP, Associate General Counsel

[Signature]
EXP. 5-17-10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

On July 25th, 2008 before me, Angel Azizian, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared James Edward Parson
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Angel Azizian
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Patent Assignment + License Agrmt.
Document Date: July 25, 2008 Number of Pages: 7
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: James E. Parson

- ☐ Individual
☒ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

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